

AGREEMENT BETWEEN THE BOARD OF TRUSTEES  
OF  
SCHOOLCRAFT COLLEGE

AND

SCHOOLCRAFT COLLEGE ASSOCIATION OF  
OFFICE PROFESSIONALS

December 14, 2020 – June 30, 2023

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**AGREEMENT BETWEEN THE  
BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE  
AND  
SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PROFESSIONALS**

This Agreement is made and entered into this, 14<sup>th</sup> day of December, 2020, by and between the BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE (the "Board") and the SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PROFESSIONALS, an affiliate of MEA/NEA (the "Association").

**PREAMBLE**

The parties have a mutual obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et seq.*, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment for personnel represented by the Association, such personnel being fully described in Article I, and

The parties, following extended and deliberate negotiations, have reached mutual agreement,

Therefore it is agreed

## **ARTICLE I**

### ***RECOGNITION***

- A.** The College hereby recognizes the Association as the sole and exclusive bargaining representative for all full and part-time office/clerical employees employed by Schoolcraft College who are employed for twenty-six (26) hours or more per week or more annually, but excluding: Faculty, Executive, Administrative/ Supervisory, Food Service, Support Personnel, Classified Personnel , temporary employees including clerical employees employed as a result of a federal, state or special grant and student employees.
- B.** The term “employee” when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

## **ARTICLE II**

### ***ASSOCIATION MEMBERSHIP AND SECURITY***

- A.** Membership in the Association is available to each employee but is not compulsory.
- B.** Names and addresses of employees employed to fill positions covered by this Agreement, shall be furnished to the Association by Human Resources. Names of employees promoted to positions, which are excluded from the bargaining unit, shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

## **ARTICLE III**

### ***PAYROLL DEDUCTION FOR ASSOCIATION DUES***

- A.** The College agrees to deduct dues from the salaries of employees covered by this Agreement from whom it has received written authorization.
- B.** The College shall remit to the Association dues deducted from each employee’s paycheck within seven (7) days of said deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.
- C.** Not later than August 1 of each year, the President of the Association shall inform the Chief Human Resource Officer of the dues structure of the Association for the forthcoming dues deduction period. The authorized deduction of dues shall be made in uniform amount as specified by the Association, from each employee’s paycheck beginning with the first pay date after September 1, and ending with the last pay date in June. Payroll deductions will be made only in such cases where the employee voluntarily files with the employer proper written authorization. Such authorization shall be filed in writing no later than thirty (30) days after employment for new employees, or not later than thirty (30) days after ratification of this Agreement for regular employees. Such authorization shall remain in effect from year to year unless written notification is given to revoke same. Collections of special Association fines, etc., are not part of the dues and shall be the responsibility of the Association and not a part of the payroll deduction process.

## **ARTICLE IV**

### ***BOARD RIGHTS AND RESPONSIBILITIES***

- A.** Except as modified by the specific terms of this Agreement, the Board of Trustees shall retain all rights and powers to manage Schoolcraft College, and to direct all its employees, as conferred by the Laws and the Constitution of the State of Michigan and encompassed in the Board's responsibility to manage the College. These rights and powers shall include, but shall not be limited to, the sole right:
  - 1. To the executive management and administrative control of the College, its properties, facilities and employees;
  - 2. To hire all employees as well as the right to promote, assign, transfer, evaluate, suspend, discipline, layoff and dismiss such employees.
- B.** The exercise of all these rights shall be limited only by the specific terms of this Agreement and applicable provisions of law.

## **ARTICLE V**

### ***ASSOCIATION AND EMPLOYEES' RIGHTS AND RESPONSIBILITIES***

- A.** The Schoolcraft College Association of Office Professionals, as the exclusive bargaining representative of the office employees, shall have and enjoy all of the rights and privileges granted to them by the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended from time to time and by other applicable Michigan statutes, except as expressly limited by the rest of the Agreement.
- B.** The Association shall have the right to use College building facilities for business meetings provided that such facilities are available. Use for other than general membership or business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- C.** An employee representing the Association who engages during normal working hours in the conduct of Association business with a representative of the Administration (excluding arbitration proceedings, court proceedings, proceedings before the Michigan Employment Security Commission or other such proceedings), shall be released from regular duties without loss of salary, personal leave days, vacation days or sick leave days, provided such meetings are arranged by mutual consent through the Chief Human Resource Officer or his/her designee.
- D.** The Association shall have the right to hold one (1) general business meeting each month, and each member shall have the right to attend these meetings without unnecessary restrictions. This time may be accumulated, but must not exceed one hour at any one meeting except contract ratification meetings which may be two hours. A contract ratification meeting is one at which the union's bargaining team presents an entire tentative agreement for a ratification vote. The Chief Human Resource Officer will be notified of the use of any accumulated time.
- E.** The Association shall be granted twelve (12) days per year of this Agreement to be used for official Association business. On an as-needed basis, an additional two (2) days may be granted per contract year for use for arbitration proceedings. These days shall not accumulate beyond this contract. Application for use of these days shall be signed by the Association President signifying approval and processed through the Chief Human Resource Officer or his/her designee one week in advance of the date(s). Exceptions to the one week notice must be discussed with the

Chief Human Resource Officer. If, on the day of a hearing, it is canceled or postponed at the request of the College, any employee, who has been released from work under the terms of this section, shall be allowed to return to work for the remainder of the workday, and only that portion of the workday actually spent in the hearing shall be charged against these Association business days. The same principle will apply to arbitration hearings or hearings before MERC if canceled or postponed by the arbitrator or MERC.

## **ARTICLE VI**

### ***EMPLOYMENT STATUS***

#### **A. Probationary Employment**

1. Probationary employment shall be the initial twelve months of employment by the College, unless otherwise extended by the immediate supervisor.
2. During the probationary period, no grade promotions or transfers shall be granted.
3. During the probationary period, employees shall be covered by health insurance as per the insurance contract. Dental, Life, Optical, Short-Term Disability and Long-Term Disability insurance shall be provided to employees at the onset of employment in accordance with College-wide benefit start dates.
4. During the probationary period at least three written evaluations shall be made by the immediate supervisor and these written reviews shall become part of the employee's employment record. These reports are designed to protect the rights of the employee and the College by making both parties aware of the individual's progress.
5. The initial evaluation must be done at the end of three months of employment. The second evaluation will be done after six months of employment, with a final probationary evaluation completed prior to the end of the probationary period. The evaluation form is attached, for information purposes only, as Exhibit A.
6. After each evaluation a conference shall be held between the employee and supervisor to discuss the evaluation. The file copy shall be signed by the employee and a copy presented to the employee. The employee's signature indicates awareness of the contents of the evaluation and does not necessarily indicate the employee's concurrence.
7. The probationary employee may make a written response, which shall be placed in the employee's personnel file to accompany the evaluation.
8. At the conference, the supervisor shall inform the employee, in writing, of any observed deficiencies.
9. A probationary employee may be dismissed, with the approval of the Chief Human Resource Officer, without recourse to this Agreement.

#### **B. Regular Employment**

1. Regular status is a designation to indicate that an employee has completed a probationary period.
2. Regular status makes an employee eligible for grade promotions and/or job reclassification.
3. Maintenance of regular status is contingent always upon satisfactory performance.

Annual performance reviews shall be made part of the employee's employment record. The annual performance review form is attached, for information purposes only. (Exhibit A)

4. The annual performance review shall be written. It shall be discussed with the employee and signed by both the employee and the supervisor responsible for the evaluation. A copy shall be furnished to the employee and the employee is entitled to answer, explain or clarify the evaluation, but not change it. The employee's response shall be attached to the performance review which is to be placed in the personnel file.
5. Regular status shall not be affected except by death, retirement, resignation, or by the termination process as outlined in Article XV.
6. There will be only one official personnel file for each employee. This file will be maintained in the Human Resources Department. The employee will have the right, upon request, to examine the personnel file, the only exclusion being confidential pre-employment credentials and pre-employment recommendations of an evaluative nature. The employee will make an appointment with the Human Resources Department to examine the personnel file. A member of the Human Resources Department will be present when the employee inspects the file, and the employee may be accompanied by a member of the Association.
7. When evaluations or annual performance reviews, disciplinary reports, or similar materials are placed in a personnel file, the employee shall be furnished a copy within (10) days. The employee shall have ten (10) days after the receipt of the material to write a rebuttal. Any rebuttal will be attached to the original material in the file.

## **ARTICLE VII**

### ***WORKING YEAR, WEEK AND HOURS***

#### **A. Full-time Schedules**

A full-time employee is defined as any member of the bargaining unit working forty (40) hours per week, and the normal working day shall consist of eight (8) hours, commencing at 8:00 a.m. and ending at 5:00 p.m. Exceptions to the normal working day shall be handled through the posting of the variance at the time the position is filled.

#### **B. Flexible Schedules**

1. The use of a flexible day, forty (40) hour workweek is permitted. Unless the use of a flexible workweek is caused by the closing of a building, it shall be by mutual agreement between the affected employee(s) and the appropriate administrator.
2. With the approval of the administrator, an employee may be permitted to work additional hours one or more days per week and will receive overtime pay during the same pay period (total hours to be worked for straight time pay shall be 40 hours per week or 80 hours per pay period). In accordance with Section (B)(5), compensatory time may be accrued and the Employee may use such time, based upon written request and approval, within a reasonable period up to nine months after working the additional hours.
3. Whenever a holiday, snow day or other emergency College closing falls during an employee's regularly scheduled day, the remainder of the week or pay period shall be worked as though each employee worked the scheduled shift on the day the College was closed.

4. Whenever the employee uses a sick day, a vacation day, or a personal business day on a normally scheduled flex day, the adjustment of hours may be made, and each day treated as 8 hours of absence. The same guideline is used for half days with the hours adjusted accordingly.
5. Compensatory time shall be used in those cases where the College requests that the employees work additional hours and where there is mutual agreement that additional time shall be taken off rather than the employee receiving overtime pay for the hours worked.
6. Within the eight (8) hour day, full-time employees are entitled to a one (1) hour unpaid lunch break and two (2) fifteen-minute paid breaks daily. The lunch break may not be eliminated or combined with the daily breaks on a regular basis to adjust the work day. Lunches and breaks will be taken as per Section E of this Article.

**C.** The working year for bargaining unit employees shall consist of fifty-two weeks.

**D.** The working week shall consist of forty (40) hours, Monday through Friday unless the position is posted which includes Saturday/Sunday.

1. The administration will set work schedules and make work assignments which can reasonably be completed in the allotted time.
2. A full-time bargaining unit employee shall be given twenty-four (24) hours' notice if possible, when expected to extend the working day beyond the normal eight (8) hours.

**E. Lunch Periods and Breaks**

1. All full-time employees shall be entitled to a duty-free, unpaid lunch period of one (1) hour. Individual lunch periods shall begin no earlier than three (3) hours after the start of the shift or any later than five (5) hours after the start of the shift.
2. Full-time employees shall be granted two (2) fifteen minute paid breaks daily. Such breaks shall not be taken at the beginning or end of the work day or routinely taken to extend the lunch period, but shall be taken as otherwise agreed to by the employee and the supervisor.

**F. Overtime and Compensatory Time**

1. Overtime rate (time and one-half) will be paid or compensatory time (time and one-half) will be given to all full-time bargaining unit employees for over forty (40) hours in any one week, or for over eight (8) hours in any one day if working a five day week, or over the scheduled hours per day if working a flexible workweek.
2. Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half the regular rate or a minimum of three (3) hours pay at the straight time hourly rate, whichever is the greater.
3. When overtime hours are required the regular employees in the area where the overtime need arises will be given the opportunity to work overtime before any overtime work is offered to part-time or student employees. Such overtime work shall be allocated among the qualified regular employees in the area as equitably as practicable.



## **G. Shift Premium**

Any employee covered by this contract who starts work at or after 11:00 a.m. shall be paid a premium of seventy-five cents (.75) per hour. Any employee covered by this agreement who works Saturday or Sunday as part of the employee's regular work week, shall be paid a premium of one dollar (1.00) per hour.

## **H. Paid Holidays**

1. The following paid holidays will be allowed to all full-time employees provided that the College is not in session, and provided they fall within the scheduled work year:

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Eve Day	Memorial Day

2. Should any of the above holidays fall on a Saturday, the first preceding work day shall be observed as the holiday. Should any of the above holidays fall on a Sunday, the first succeeding work day shall be observed as the holiday.
3. Full-time employees who are required to work the above named holidays or days observed as named holidays (see H.2.) will be paid double time for hours worked (holiday pay plus straight time) and be given equivalent hours added to their vacation bank.
4. Payment for holidays will not be provided to employees on leave or to those employees who for some other reason did not work the day preceding and/or following the holiday, except those on approved sick leave, compensatory day, or vacation day.
5. An employee assigned by the appropriate administrator to work special holidays (as determined by the College President) to provide uninterrupted vital and necessary services will be granted equivalent time added to the employee's vacation time. Such assignments must be made not later than December 1.

## **ARTICLE VIII**

### ***EMERGENCY CLOSING***

- A.** If it becomes necessary for the College to close for any reason, those employees who were regularly scheduled to work shall not report to work but shall receive compensation at the straight time rate for the hours they were scheduled to otherwise work but for the closing. Employees scheduled for personal business, sick leave or vacation shall be paid as above without having a day deducted from any bank.
- B.** Should the College require any employee to work despite the closing of the College, that employee shall be compensated double-time for all hours actually worked, including hours that may be designated as overtime. For example: an employee's scheduled shift ends at 4:30pm. At 3:30pm, the College closes and the employee works until 5:30pm. The employee would be compensated two (2) hours at the double-time rate.

## **ARTICLE IX**

### ***WORK LOADS AND ASSIGNMENTS***

- A.** In order for each College employee to understand the assigned duties and responsibilities, the Human Resources Department shall develop and maintain job descriptions for each job classification. These descriptions will include a brief job summary, listing of major responsibilities, and a detailed outline of typical duties.

Such job descriptions shall be given to employees at the time of hire or in no event later than three (3) months from the date of hire or at any time upon request. The immediate supervisor and/or the appropriate administrator shall meet with each employee annually regarding changes, alterations, or clarifications of job descriptions. A copy of a revised job description will be furnished to the employee when updated.

Revised job descriptions shall be forwarded to the Association President, who will distribute same to the Union members.

- B.** Employees, at the time of hire, will be assigned to the proper job classification according to Exhibit C.
- C.** When any new positions, not included in the rate schedule, are established, the College may designate the job classification, rate structure and working conditions consistent with the provisions of this Agreement.
- D.** A non-member of the bargaining unit shall not perform duties appropriately assigned to bargaining unit members. The use of co-op students, work study students, student aides, temporary employees hired for peak work periods, or as otherwise provided in this Agreement, and regular part-time employees is permitted. When any bargaining unit member is on layoff status, the College may not reassign the work of a position previously held by a bargaining unit member to a non-bargaining unit member, until offered to a qualified bargaining unit member.

## **ARTICLE X**

### ***RECLASSIFICATION AND VACANCIES***

#### **A. Reclassification**

The reclassification of bargaining unit office positions is the responsibility of the Chief Human Resource Officer after consultation with the department head.

1. Positions of regular status employees may be reviewed for reclassification. Such request for a review may be initiated by either the employee or the supervisor after the employee completes the appropriate form and the supervisor verifies that the information contained on the form is an accurate reflection of the job responsibilities. Necessary changes to the position review form shall be made after discussing said changes with the Union President.
2. The review shall be conducted by the Chief Human Resource Officer in consultation with the appropriate department head(s). Decision on reclassification shall be the responsibility of the Chief Human Resource Officer.
3. The review shall be conducted in a timely manner, but shall not exceed sixty (60) calendar days from the date the request is received by the Chief Human Resource Officer, unless

extended by mutual agreement between the Chief Human Resource Officer and the initiator. If the request is approved, it will be retroactive to the date of initiation.

4. If the result of the position review is not acceptable to the employee, the appeal procedure may be obtained from the Human Resources Department.

## **B. Vacancies**

All postings for bargaining unit positions shall be posted for five (5) work days, during which time bargaining unit employees may bid on such vacancies. At the conclusion of the five (5) work days, if no bargaining unit employees apply, the vacancy will be reposted and internal and external applications shall be accepted.

Any bargaining unit employee who meets the minimum qualifications shall be tested, if necessary, and then interviewed. If the employee does not qualify, the employee shall be so notified prior to the College interviewing other candidates.

1. The Association President shall be notified of postings as they are advertised.
2. Vacancies will be filled, whenever possible, by bargaining unit employees who have the necessary skills and who are interested in changing work assignments. The employee's skills, proficiencies, qualifications, length of time at the College and other relevant factors will be considered; employees who have received discipline (written reprimand and/or suspension) are not eligible to apply for a transfer for the first two years following such discipline. All other factors being equal, the number of months of service shall be the determining factor.
  - a. Transfers shall be the responsibility of the Chief Human Resource Officer after consultation with the department head.
  - b. An employee shall not be retested if the initial testing was completed successfully.

When an employee applies for a position which requires additional or different skills, testing may be necessary in the new skill area.

- c. Any employee who requests and receives a transfer shall not be eligible to request another transfer within the same or lower pay grade until the employee has completed at least one year in the position, unless mutually waived by the department administrator and the employee. The acceptance of a position upon re-call from layoff shall not be considered a "request" under this section.
- d. Employees who receive a transfer or promotion will serve a six (6) month probationary period from the date of transfer, unless mutually waived by the Chief Human Resource Officer and the appropriate administrator. The six (6) month probationary period will not apply to involuntary transfers.
- e. The President of the Association shall be notified in writing at the time any vacancy is filled or any reclassification is determined.

## **ARTICLE XI**

### ***SENIORITY***

Seniority shall be defined as length of continuous service with the employer and shall be subject to the following conditions:

- A. Seniority shall be computed from the latest date of hire. For the purpose of this contract, “date of hire” means the first day actually worked as a bargaining unit employee. Time spent on a leave of absence of six (6) months or more shall not count towards seniority.
- B. Seniority shall be on a bargaining unit-wide basis.
- C. When an employee completes the probationary period the employee shall be entered on the seniority list and the employee’s seniority shall be computed from the latest date of hire. There shall be no seniority among probationary employees.
- D. The seniority lists on the date of this Agreement shall show the names of all bargaining unit employees. Within thirty (30) days after ratification of the Agreement, Human Resources shall provide the Association with a current seniority list of all bargaining unit employees. The President of the Association shall be notified of all additions to the seniority list.
- E. An employee shall be removed from the seniority list for the following reasons:
  - 1. Resignation
  - 2. Discharge and the discharge is not reversed through the grievance procedure
  - 3. Death
  - 4. Retirement
  - 5. Layoff for length of employment not to exceed one (1) year.
  - 6. Voluntarily accepts another position outside of the bargaining unit.
  - 7. Failure to return from a leave of absence.
  - 8. Job abandonment.

## **ARTICLE XII**

### ***PAID SICK AND EMERGENCY LEAVE***

#### **A. Sick Leave**

- 1. Newly hired employees shall be credited with sick days on the basis of eight (8) hours for each calendar month (or major fraction thereof) from the date of hire through the end of the fiscal year.
- 2. On July 1 of the following fiscal year (after employment), one hundred twenty (120) hours will be credited at the beginning of each fiscal year to each full-time employee of the College; this may accumulate to a maximum of nine hundred sixty (960) hours.
- 3. Should an employee accumulate 960 hours and be entitled to additional sick hours, the excess (over 960 hours) shall be placed in a common bank. This common bank may be drawn upon should a Union member have an extended illness of one month or longer. Should this employee have less than the days required to meet the waiting period for Short Term Disability (fourteen calendar days), the employee may request up to eighty (80) hours from the bank. This bank shall be considered a common bank only, and the days shall be transferred only for the purpose of satisfying the fourteen (14) calendar day waiting period prior to the onset of Short-Term Disability (see Article XVII.G). A request for the specific

number of days required shall be forwarded to the Chief Human Resource Officer with the medical documentation regarding the reason for the absence and the expected duration of same.

4. Accumulated sick leave with regular pay may be used by the employee for any personal illness or injury. Persons injured on the job must file Worker's Compensation forms.
  - a. No sick leave will be charged whenever an employee's absence is covered by Worker's Compensation.
  - b. A person receiving Worker's Compensation may utilize personal sick leave days in one-half (1/2) day or one (1) day increments to supplement Worker's Compensation, so long as the use of said days does not make more than whole.
5. Accumulated sick leave with regular pay may also be used for emergencies created by illness or injury to the immediate family of the employee within the household or responsibility.
6. Employees working less than twelve (12) months per year or less than forty (40) hours per week shall receive sick leave on a pro rata basis.

#### **B. Personal Business Leave**

After the period of probationary employment, and with the approval of the supervisor, thirty-two (32) personal business hours may be used by any regular employee in each fiscal year. Personal Business Leave must be requested by advance written notice. The request will be honored if the operation can continue with the best interest of the College being served.

In the case of an emergency requiring the use of Personal Business Leave, the employee is required to contact the supervisor or appropriate administrator prior to the beginning of the shift.

Personal Business Leave will be deducted from the employee's sick leave bank.

#### **C. Bereavement**

In the event of a death of an employee's immediate family or household member, the employee will be granted paid leave, not chargeable to sick time, not to exceed three (3) working days.

The employee will notify the immediate supervisor of the intended absence.

Immediate family member is defined as a spouse, child, father, mother, brother, sister, step parents; father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law; grandparent, grandchild; aunt and uncle if resided in the same household or if the primary caregiver, foster child, or children assigned by the court.

Extenuating circumstances that would necessitate more than the days enumerated above may be approved at the discretion of the appropriate Human Resources representative and would be subtracted from the employee's sick leave or vacation time.

#### **D. Jury Duty**

An employee who is called for and reports for jury duty shall receive full wages for the duration of the jury duty and may retain the daily jury duty fee paid by the court. Mileage allowance is not considered jury duty fee.

The employee must furnish satisfactory evidence to their supervisor that jury duty was performed. The provisions of this section are not applicable to any employee who without being summoned, volunteers for jury duty.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **A. Family and Medical Leave Act**

Pursuant to the Family and Medical Leave Act of 1993, as amended, an eligible employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period. College shall follow all provisions of the FMLA.

All eligible employees are required to use paid leave concurrently with FMLA.

The College uses the rolling method, from the first day used, to calculate leave under FMLA.

**B.** In accordance with the Michigan Paid Medical Leave Act ("PMLA", MCL 408.961, *et seq.*, an eligible non-exempt (hourly) employee may use paid leave [sick/medical/PTO] for any qualifying reason for the employee or an employee's family member.

**C.** Unpaid leaves of absence may be granted for employees at the discretion of the Chief Human Resource Officer for the following reasons:

1. Health
2. Personal
3. Parental

#### **D. The following general conditions shall apply to leaves of absence:**

1. All applications for a leave of absence shall be submitted in writing to the Director of Compensation and Benefits with a copy to the employee's immediate supervisor.
2. All leaves of absence shall be without pay, unless the employee elects to access time in their vacation bank and subsequently time in their sick leave bank or any other paid time off allowed under existing law, to receive pay during the leave.
3. Vacation time, accumulation of sick leave and other employee benefits shall not accrue during leaves of absence.
4. An employee on leave of absence shall notify the Director of Compensation and Benefits in writing of the intention to return from leave or request an extension of leave, at least one (1) month prior to the expiration of the leave of absence. Failure to notify the Director of Compensation and Benefits within the appropriate time is a violation of this leave article and may result in termination of employment.
5. The position of an employee on leave of absence, shall, if filled, be filled with a temporary employee until such time as the regular employee returns from leave of absence, resigns, or is terminated in accordance with C.4 above.
6. An employee returning at the completion of a leave of absence shall be assigned to the same position which the employee held at the time the leave commenced. If that position no longer exists, and the employee has sufficient seniority, the employee shall be reassigned to a

position within the same classification. If the classification no longer exists, and the employee has sufficient seniority, the employee shall be reassigned to a substantially equivalent position.

7. Should the employee on leave resign or fail to return from a leave, the position previously held shall be posted as a full-time vacant position in accordance with the terms of this Agreement.
8. While on leave an employee shall have the option to maintain life and hospital/surgical group insurance coverage to the maximum extent possible by forwarding premium payments for said coverage to the Payroll Department on a monthly basis, one month in advance.

#### **E. Health Leave**

1. When an employee is ill and has used all allotted sick leave, all accumulated vacation allowance and personal days, the employee may request to be placed on an unpaid leave of absence for a period not to exceed six months.
2. Leaves for rest and recuperation (ill health) may be granted upon certification, in writing, by the employee's physician.
3. When returning from a leave of absence of one (1) month or longer, or after accident or surgery, employees must obtain a certificate of good health from the employee's own physician. The Chief Human Resource Officer may require an examination by a doctor designated by the College at College expense.

#### **F. Personal Leave**

A leave of absence for personal reasons, not to exceed one (1) year, may be granted upon written request for:

1. Caring for members of the family who are ill
2. Caring for an adopted child
3. Other responsibilities or for personal circumstances of a highly unusual or compelling nature.

#### **G. Parental Leave**

A parental leave of absence shall be granted to an employee for the purpose of child bearing and/or rearing as follows:

1. An employee who is pregnant shall be granted upon request, documented by physician's statement, a leave to begin at any time during her pregnancy through ninety (90) days following the birth. Said employee shall notify the Chief Human Resource Officer and her supervisor in writing of the request to take such a leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. An employee who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy will be taken as sick leave as provided for in Article XII.
2. Upon request, a male employee shall be granted a leave for up to ninety (90) days to begin at any time between the birth of a child to his wife and one (1) year after.

3. An employee adopting an infant child (i.e., one (1) year of age or less), shall be granted upon request, a leave for up to ninety (90) days to commence at any time during the first year of receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
4. Except in cases of medical disability, the employee shall be granted upon request one (1) extension of leave for up to an additional ninety (90) days.

## **ARTICLE XIV**

### ***RETIREMENT***

#### **A. Written Notice**

All employees shall give written notice of intention to resign at least two (2) weeks, if possible, prior to the effective date.

#### **B. Severance Pay**

After ten years of service any employee upon severance due to retirement or death shall receive a severance benefit in the amount of \$1,000. Additional severance credit may be earned at the rate of \$20.00 for each additional calendar month of employment after the tenth year. In no case would the maximum payment exceed \$5,000. Payment in case of a deceased employee will be made to the beneficiary or to the estate of the deceased. Any employee who retires under the provisions of the Michigan Retirement Act is guaranteed the base amount of \$1,000.

## **ARTICLE XV**

### ***DISCIPLINE, TERMINATION AND LAYOFF***

#### **A. Discipline**

No employee shall be disciplined, reprimanded, or discharged without just cause.

It is the College's practice to advise employees of performance or disciplinary issues and provide them the opportunity to correct the issue. Each work performance, attendance and policy/rule related offense will progress through the disciplinary process. Although the disciplinary process consists of steps known as progressive discipline, the College may skip any step depending on severity of the offense.

Employee discipline will fall into one of the following three (3) categories:

1. Attendance
2. Work Performance
3. Policy, Work Rule & Regulation

The formal disciplinary process steps are documented on the Employment Action/Disciplinary Notice form and placed in the employee's personnel file. All Employment Action/Disciplinary Notice forms are to be reviewed by the Chief Human Resource Officer or Labor Relations Manager for approval prior to meeting with the employee. The formal disciplinary process steps are as follows:



1. Verbal Reprimand (will be documented)
2. Written Reprimand
3. Suspension
4. Termination

Note: The College may place an employee on paid administrative leave pending, further investigation of including, but not limited to, policy violations, sexual harassment and complaints. In addition, both sides may mutually agree to skip a step in the progressive discipline process depending on the severity of the offense.

- B.** Any employee who is absent for three (3) consecutive work days who fails to make a report of the absence to the immediate supervisor may be discharged by the Chief Human Resource Officer.
- C.** Any employee who is discharged forfeits all rights except for unused earned vacation time which is paid for at the pay rate then in effect for the employee.
- D.** Human Resources will notify the employee of an investigatory meeting and whether the meeting will pertain to attendance, work performance or policy/work rule violation.

**E. Involuntary Transfer**

An employee who is involuntarily transferred for reasons other than a reduction in work force (see Section E of this Article) shall be afforded the following:

1. The Administration will provide, in writing, a reasonable explanation for the transfer to the Union prior to employee receiving notice.
2. The employee will receive notification 30 calendar days prior to the transfer.
3. If the employee is transferred one grade level lower than his/her current classification, the employee shall maintain the rate of pay at the current classification. If the employee is transferred two grade levels or more below his/her current classification, the employee shall receive the rate of pay one grade level below his/her current classification. In the event of a transfer to a higher grade level, the employee will receive the rate of pay designated to the position in which he/she is being transferred.
4. Regular part-time employees, who work in the department and possess the same qualifications and skills and perform the same duties as the employee being affected by the transfer, shall have their positions eliminated before the bargaining unit member is involuntarily transferred.

**F. Reduction in Force/Layoff**

Should the Administration decide to implement a reduction-in-force, the following procedure shall be utilized:

1. The administration shall designate the position or positions to be eliminated.
2. The Association and the affected employees shall receive two weeks' notice.

3. Regular part-time employees who work in a department from which a bargaining unit position is to be eliminated shall be laid-off before the position of the full-time bargaining unit employee is eliminated. Department shall be as defined in a letter of understanding which is attached to and made part of this agreement as Exhibit C. It is understood that this section (F.3), applies only to position eliminations which result in a layoff of a bargaining unit employee.
  4. Any employee displaced because the employee's position has been eliminated, shall be able to "bump" another employee with lesser bargaining unit seniority according to the options provided below providing the displaced employee is currently qualified to perform the duties of the position claiming through "bumping." Any employee "bumped" shall have the same right. Qualifications shall be determined by the Chief Human Resource Officer. An employee cannot "bump-up."
    - a. An employee displaced by a position elimination who has sufficient seniority compared to others in the same classification shall be re-assigned by the College to another position within the same classification. Such an employee may choose to be laid-off rather than accept reassignment.
    - b. A displaced employee who does not have sufficient seniority to remain in the assigned classification shall be allowed to bump out-of-classification choosing one of the following:
      - (1) The position held by the least senior employee within the same pay grade; or
      - (2) The position held by the least senior employee within the next lower graded classification in the same job family; or
      - (3) The position held by the least senior employee within the next lower pay grade.
    - c. Before making these decisions, the employee shall be granted an interview with the prospective supervisor(s). The employee shall complete any such interviews in a timely manner. Failure to complete the interviews and/or make a decision shall not delay the effective date of the reduction-in-force.
- G.** If the work force is increased after a lay-off, employees will be recalled in inverse order of lay-off provided the employee to be recalled has the qualifications required. Notice of recall shall be sent to the employee at the last known address by first class mail and/or email address. A copy of the recall notice shall be sent to the President of the Association.
- H.** An employee's eligibility for recall shall terminate if the employee:
1. Resigns
  2. Has lost seniority in accordance with Article XI, Section E.
  3. Fails to respond to the recall notice within ten (10) working days of the College's mailing of same by certified mail.
- I.** After ten years of service, any employee whose employment is interrupted under Section D above or through no fault of the employee's, may choose to be terminated and shall be entitled to severance benefits outlined in Article XIV, Section B.

## ARTICLE XVI

### PAID VACATION ALLOWANCE

A. At the beginning of each fiscal year (July 1), an employee's vacation time for the upcoming fiscal year shall be credited on the following basis:

1. Less Than One Year of Service - Bargaining unit employees with less than one year of service will be credited eight hours of paid vacation for each one month of service from the date of hire until July 1<sup>st</sup> of the next fiscal year following one full year of service. Afterwards, the employee will then be credited per Section A3.
2. A College employee who transfers into the union will have the option of:
  - Carrying over vacation hours earned in the employee's previous position to be used by June 30 of the following fiscal year –or-
  - Receiving payment for those earned vacation hours.
3. One Year or More of Service -

<u>Years of Service as of July 1</u>	<u>Number of Paid Vacation Hours Granted in Current Fiscal Year</u>
1 or more, but less than 3	96.0
3 or more, but less than 5	136.0
5 or more, but less than 7	160.0
7 or more	184.0

B. Vacation must be used by the last work day in December of the following fiscal year. Any unused vacation will be lost – no exceptions.

C. Each division of the College will arrange an appropriate vacation schedule.

D. Any employee leaving the service of the employer prior to July 1 of a given year will receive earned vacation benefits on a pro rata basis.

## ARTICLE XVII

### INSURANCE

A. The College shall provide one of the following options to each employee, effective January 1, 2020:

**Plan A:** HSA/HD plan with employer contribution of \$1,700/Single or \$3,400/2-Person/Family. Employees eligible for the HSA/HD plan before July 1 will receive the full contribution; employees eligible on or after July 1 will receive half the contribution, or \$850/Single or \$1,700/2-Person/Family.

1. The employer contribution will be paid at the beginning of the insurance deductible cycle in the employee's HSA account. Per IRS tax code, if the employee leaves

employment midyear, a portion of the employer contribution may become taxable income.

If a husband and wife are both employed by the College and both eligible for medical/hospital insurance, only one (1) shall make the HSA/HD selection and the other shall select Plan B, that is, opt-out.

An open enrollment period shall be available each year. During this open enrollment period, employees shall be able to choose Plan A (HSA/HD) or Plan B.

PLUS:

**Group Life Insurance** in the amount of \$50,000\*. In the event of accidental death, the insurance carrier will pay twice the stated amount. See insurance certificate for schedule of dismemberment coverage.

OR

2. **PLAN B**: A cash stipend of \$5,000 annually while actively employed on a full-time basis by the College with Group Life Insurance in the amount of \$50,000.\* In the event of accidental death, the insurance carrier will pay twice the stated amount. See insurance certificate for schedule of dismemberment coverage.

\*benefit amount reduced by 35% at age 65 and 50% at age 70

- B. In accordance with the current plan, optional life insurance will continue to be available with the premium costs paid by the employee.

#### **C. Dental Insurance**

Effective January 1, 2020, the College will provide dental insurance at the time medical insurance is activated for the employee and eligible dependents as follows:

- Deductible – None; \$25/\$75 individual/2-person/family (out of network)
- Preventive/Basic services - 100% of reasonable and customary charges.
- Basic Services – 100% of reasonable and customary charges/80% (out of network)
- Major services - 80% of reasonable and customary charges/50% (out of network)
- Maximum annual benefit (preventive/basic and major combined) - \$1,250/person.
- Orthodontics - 50% of reasonable and customary charges to a maximum lifetime benefit of \$2,000/\$1,500 (if out of network) per dependent child under age 19.

The Union and the College agree that the College may present other dental insurance plans to be incorporated into the current agreement upon mutual agreement.

#### **D. Vision Care**

Effective January 1, 2020, all employees and dependents shall be eligible for the following vision care program at the time medical insurance is activated.

## Schedule of Covered Services

1. Complete Examination - maximum	Usual and Customary
2. Lenses	
Pair single prescription-maximum	Usual and Customary
Pair bi-focal prescription - maximum	Usual and Customary
Pair tri-focal prescription - maximum	Usual and Customary
Contact lenses (each lens) maximum	\$ 65
3. Frames - maximum	Usual and Customary

### Limitations

Examinations will be limited to one per person, and lenses will be limited to one pair per person during any twelve (12) consecutive months. Frames will be limited to one set per person during any twelve (12) consecutive months.

The Union and the College agree that the College may present other vision care programs to be incorporated into the current agreement upon mutual agreement.

- E. Bargaining unit employees who are laid off shall be eligible to continue their group insurance program as per the C.O.B.R.A. guidelines (contact the Human Resources Department for guidelines).

### F. Short-term Disability

The College shall continue to provide short-term disability benefits at the rate of 60% of the weekly salary up to a maximum of \$600 per week beginning with the fifteenth calendar day of illness or after expiration of the employee's sick days, whichever occurs last. So long as the employee is ill, benefits will continue until the employee meets the time requirements for long-term disability.

### G. Long-term Disability

The College will continue to provide the employee, to the extent possible through the carrier, a long-term disability insurance plan with benefits commencing on the 121<sup>st</sup> calendar day of disability at 70% of their salary with the maximum payment of \$2,500 per month.

- H. The College shall continue to provide Public Liability Insurance (Broad Form) covering services rendered by employees during the course of their employment.
- I. The College shall continue to provide, without cost to the employee, Workers Compensation coverage in accordance with the applicable State of Michigan statutes.

## ARTICLE XVIII

### ***DEPENDENT CARE SPENDING ACCOUNT PROGRAM***

Association members shall be entitled to participate in the College's Dependent Care Spending Program through the Flexible Spending Account Program (FSA).

## **ARTICLE XIX**

### ***HIRING REQUIREMENTS***

- A.** An applicant after receiving an offer of employment, must successfully complete (at the expense of the College) medical evidence of ability to perform the essential functions of the position. The College shall provide the form and designate the physician who will perform such physical examination.
- B.** Any employee shall be required to report for health examination at the College's expense, to a physician designated by the College, when in the judgment of the administration the apparent health of the employee warrants it.
- C.** Background checks, including driving records, are a normal part of the hiring process and will be required for all new employees.

## **ARTICLE XX**

### ***STRIKES***

So long as this Agreement is in effect the Association shall not cause, or permit employees represented by it to cause, nor will any employee represented by the Association take part in any strike, slowdown, planned inefficiency, stoppage of work, or any other curtailment of work or instruction or interference with work or instruction for any reason whatsoever. Nor will the Association threaten, induce, authorize, or sanction the same. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment, restriction or interference with work or instruction, the Association shall take all necessary steps to avert or bring such activity to a prompt termination.

## **ARTICLE XXI**

### ***NEGOTIATION PROCEDURES***

- A.** In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the College. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Trustees and by a majority of the membership of the Association.
- B.** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter not covered by this Agreement.
- C.** In the event the negotiations described in the paragraphs above reach an impasse, the procedure described in the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, as amended from time to time, shall be followed when requested by either party.
- D.** The number of bargaining representatives shall be limited to three (3) members for any bargaining on College-paid time.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term “grievance” shall mean a claim of an alleged violation, misinterpretation or misapplication of this Agreement and/or Board policies.
2. The term “grievant” shall mean the employee or employees asserting the claim, or the Association.
3. The term “day” shall mean work days excluding Saturdays, Sundays, and holidays.

#### B. Processing

1. All grievances shall be filed and processed on forms developed by Human Resources and the Association. A grievance form shall be developed and agreed upon no later than six months after the ratification of this Agreement.
2. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.
3. The failure of the Association to proceed to the next step of the grievance procedure within the time limits specified shall be notice that the grievance is dropped and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the College to render a decision within the time limits specified shall permit the grievant to proceed to the next higher step.
4. An employee may have a grievance adjusted without the intervention of the Association, providing:
  - a. The adjustment is not inconsistent with the terms of the Agreement; and
  - b. The Association has had an opportunity to be present at such adjustment.
5. The discussion and processing of grievances shall not interfere with the carrying out of the duties and responsibilities of any employee.

#### C. Purpose

**The primary purpose of this procedure** is to secure at the lowest possible level equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

#### D. Structure

##### 1. Step One

Within thirty (30) days from the event or occurrence giving rise to the grievance, the employee shall meet informally with the employee’s immediate supervisor in an attempt to resolve the grievance. Within five (5) days of such meeting the grievant’s supervisor shall render a decision on the grievance. If the response is unsatisfactory, the grievant shall have five (5) days to submit the grievance in writing to Step Two. The grievant shall have the right to have a member of the Association present during the informal discussion.

2. **Step Two**

Within ten (10) days from receipt of the grievance, the next level supervisor or administrator within the chain of command shall meet with the grievant and/or the grievance chairperson and attempt to resolve the grievance. Within five (5) days of such meeting the administrator shall render a written decision of the grievance. Should the Association choose to proceed to Step Three, they shall within five (5) days of the answer by that supervisor or administrator, submit the grievance to Step Three.

3. **Step Three**

Within ten (10) days from receipt of the grievance the Chief Human Resource Officer shall meet with the grievant and/or the grievance chairperson and attempt to resolve the grievance. Within ten (10) days of such meeting the Chief Human Resource Officer shall render a written decision on the grievance.

Should the Association choose to proceed to arbitration, they shall, within ten (10) days of the answer, inform the Chief Human Resource Officer of their intent and then shall submit a written request for arbitration to the American Arbitration Association within twenty (20) additional days.

4. **Step Four**

The arbitrator shall be selected according to the American Arbitration Association procedures and the arbitrator's fees and expenses shall be shared equally by the College and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

Thirty (30) days after the arbitrator is confirmed as the arbitrator for the case, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.

The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of the Agreement or address any prohibited or illegal subjects of bargaining or construe said terms in derogation of the College's rights and responsibilities except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Association, the employees involved, and the College.

## **ARTICLE XXIII**

### ***EDUCATION/TRAINING***

#### **A. Workshops/Seminars**

The College recognizes that participation in short-term institutes, workshops, and seminars which relate specifically to the function of the position of an employee must have a mutual value to the employee and the College. A staff development fund is available for this purpose.

#### **B. Educational Grant Fund**

The College shall provide an educational grant fund for the payment of 100% of the tuition of all full-status employees, their spouses and children\* who attend credit classes at Schoolcraft College.



A bargaining unit employee who is laid-off shall continue to be eligible (the employee only) for the tuition grant program until the laid off employee loses seniority in accordance with Article XI, Section E5.

\*As per IRS Code

### **C. Tuition Reimbursement**

Full-time employees may qualify for tuition reimbursement in the amount of fifty percent (50%) of actual cost (excluding fees, books and all other costs) with a \$2,000 per fiscal year maximum, subject to the following conditions:

1. that the employee shall have been employed by Schoolcraft College for at least one year before commencing the course for which reimbursement is sought;
2. that the employee must already possess an Associate degree and be seeking a Bachelor's degree;
3. that the course is part of the Bachelor's degree program;
4. that the degree program is related either to the employee's current position with Schoolcraft College or to a position with Schoolcraft College to which the employee might reasonably be expected to advance;
5. that the course is not available at Schoolcraft College or, if available, cannot be transferred;
6. that the course be approved by Human Resources as qualified for tuition reimbursement prior to the employee beginning the course; and
7. that the employee achieves a grade of "C" or better in the course.

Payment shall be made after the course is completed, upon written proof of the cost of tuition and the grade achieved, if all of the above conditions are satisfied.

### **D. Receipt of Degree**

Upon receipt of verified and proper documentation that an employee has earned an Associate Degree while employed at Schoolcraft College, the employee shall be granted a \$750 stipend following receipt of the verified and proper documentation; members shall be granted a \$1,250 stipend following receipt of a Bachelor's degree while employed at Schoolcraft College, provided verified and proper documentation is submitted. Such documentation shall be provided to the Chief Human Resource Officer and must include the date of completion and a signature of an individual in authority from the institution/agency from which the degree or status has been obtained. This stipend shall be granted only once for each employee.

### **E. Additional Development:**

The Union and Management will form a collaborative work group to develop a comprehensive series of trainings that will be relevant to the intended audience. The catalog of offerings will be published annually to permit future participants to plan their schedules accordingly. The timeline to establish this group is Fall 2020 with the first meeting to be held before March 30, 2021. The trainings will be offered through a variety of methods to include but not limited to:

- In-person
- On-line
- Virtual meetings live and/or prerecorded
- Individual and group settings

Upon completion of the Schoolcraft Training Series, an employee will receive a stipend in the amount of \$250.00.

## **ARTICLE XXIV**

### **MISCELLANEOUS PROVISIONS**

#### **A. Copies of Agreement**

As soon as practical the College will provide as many copies as needed of this Agreement to the Union. The Union shall be responsible for distributing these copies to its members.

#### **B. Financial Information**

The College agrees to furnish to the Association, when and as periodically requested, information concerning the financial resources of the College, adopted budgets, and such other information as it may reasonably require for purposes of negotiating.

#### **C. Non Discrimination**

The provisions of the Agreement shall be applied without regard to sex, race, , religion, color, national origin, age, marital status, height, weight, arrest record, genetic information and/or disability.

#### **D. Mileage Allowance**

An employee required by the supervisor to drive the employee's personal automobile for College business shall receive the mileage allowance in effect at that time.

#### **E. Salary Overpayment**

The College shall have the right to deduct any salary overpayments to an employee from compensation due to that employee. Should this occur, the employee shall be notified in writing of the amount in question. The repayment schedule shall be developed by mutual agreement.

#### **F. Zipper Clause**

1. Entire Agreement: The College and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Waiver of Bargaining: Therefore, the College and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter or matter referred to or covered in this Agreement, or any matter not referenced or covered in this Agreement, or any matter not

referenced or covered including past practices even though such subjects or matters may have not been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

3. Sole Agreement: This Agreement constitutes the sole and entire existing agreement between the parties hereto and expresses all obligations and restrictions imposed on the College. Any pattern of past practice or conduct prior to this Agreement shall be deemed merged into this Agreement.
4. Savings Clause:
  - a. Should any part of this Agreement, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.
  - b. In such event, either party may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, the matter will be postponed until contract negotiations are reopened at the expiration of this Agreement. The provisions located above in paragraph "A" will not be subject to arbitration, an unfair labor practice charge and/or court of law.
5. Written Agreement: This Agreement can be altered or amended only by written agreement between the parties hereto.

#### **G. Safety**

The Union is invited to have a bargaining unit member representative on the Schoolcraft Safety Committee.

# ARTICLE XXV

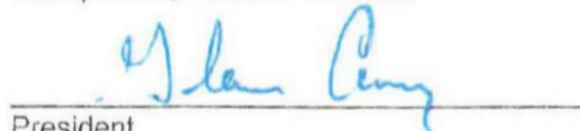
## DURATION

This Agreement shall become effective on December 14, 2020, and shall remain in full force and effect until June 30, 2023, and from each year after unless written notice of a desire to modify or terminate the Agreement is served by either party upon the other at least ninety (90) days but not more than one hundred and twenty (120) days prior to or any subsequent anniversary date. Such notice must be sent by registered or certified mail to the other party.

FOR SCHOOLCRAFT COLLEGE



Chairperson, Board of Trustees



President



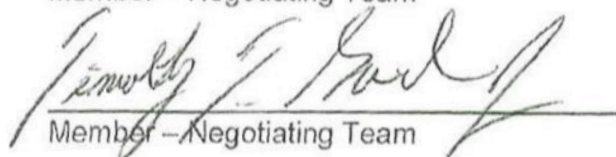
Chief Negotiator



Member – Negotiating Team



Member – Negotiating Team



Member – Negotiating Team

FOR SCHOOLCRAFT COLLEGE ASSOCIATION  
OF OFFICE PROFESSIONALS



President



MEX UniServ Director

## Office Professional Performance Evaluation Summary

Evaluation Details			
Employee First Name:			
Employee Last Name:			
Evaluation Cycle:	Annual		
Evaluation Cycle Begin Date:			
Evaluation Cycle End Date:			
Employee Account Name:			
Department:			
Other Users in Department Who Need Access to this Evaluation:			
Section I. Primary Job Functions and Responsibilities			
<b>9 Records</b>			
Description of job responsibility/duty	Order:	Weight	Rating
<b>Prepares material (letters, memos, manuscripts, tables, charts, etc.) from rough draft to final form, subject to review of content, with correct sentence structure, grammar, spelling and punctuation.</b>	1	20	
<b>Requests, gathers and/or provides factual information, requiring reference to a variety of sources, to appropriate personnel.</b>	2	10	
<b>Screens mail, and selects correspondence which may be handled by others.</b>	3	10	
<b>Sets up and maintains record keeping and/or filing systems (including computer files).</b>	4	10	
<b>Schedules CESP classes, appointments and travel arrangements, as needed.</b>	5	15	
<b>Arranges meetings, conferences; take minutes as required.</b>	6	10	
<b>Maintains appropriate and accurate budget records; processes CESP payroll as required.</b>	7	15	
<b>When required, coordinates the functions of the office(s) to which assigned. Operates fax, copy machines, calculators, and other department-specific machines. Inventories office supplies, orders materials.</b>	8	10	
<b>Performs other duties as assigned.</b>	9	0	
Section II. Competencies			
<b>5 Records</b>			
Competencies	Order	Weight Factor	Rating

<b>Attention to Communication: Ensuring that information is passed on to others who should be kept informed.</b>	1	20	
<b>Interpersonal Effectiveness: The ability to notice, interpret, and anticipate others' concerns and feelings, and to communicate this awareness empathetically to others.</b>	2	20	
<b>Initiative: Identifying what needs to be done and doing it before being asked to or required by the situation.</b>	3	20	
<b>Thoroughness: Ensuring that one's work and information are complete and accurate; carefully preparing for meetings and presentations; following up with others to ensure that agreements and commitments have been fulfilled.</b>	4	20	
<b>Stress Management: The ability to keep functioning effectively when under pressure and maintain self control in the face of hostility or provocation.</b>	5	20	

**Section III. Goals and Objectives (Collaborative process with Employee and Supervisor)**

Each goal (not less than 3 or more than 5) shall be identified and be:

- Specific
- Measureable
- Achievable
- Relevant
- Time bound

**Section IV. Summary of Performance**

Tab	Weight	Score
Section I. Primary Job Functions and Responsibilities	50%	
Section II. Competencies	50%	
<b>Section IV. Summary of Performance Score: 0.00</b>		

**Section V. Comments**

**Overall Performance Rating**

Overall Rating:	
Overall Comments or Performance Examples:	

**Comments**

Section I (Job Responsibilities) comments:	
Section II (Competencies) comments:	
Section III (Goals and Objectives) comments:	
Employee Comments:	
Approver Comments:	

**Section VI. Professional Development**

2 Records

Entry #	Description

**Section VII. Areas for Improvement and Development**

A. Employee-Identified Development Areas	
B. Supervisor-Identified Development Areas	
C. Development Plan for the next performance period	

**Notes/History**

Signature does not necessarily indicate agreement with the evaluation content, only that the evaluation has been shared with the employee.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Supervisor*

**\*Note: Items in Section I (Job Functions and Responsibilities) and Section II (Competencies) vary by position in accordance with the position description. Both Section I and Section II are worth 100 points each.**

**CLASSIFICATIONS BY GRADE**

**GRADE 5**

Office Assistant I

**GRADE 6**

Learning Resources Assistant

Office Assistant II

Administrative Assistant I

**GRADE 7**

Cashier II

Customer Service Associate

Office Assistant III

Administrative Assistant II

Document and Layout Associate

Instructional Operations Office Assistant

**GRADE 8**

Cashier III

Marketing Associate

Public Safety Education Associate

Registration Associate

Administrative Assistant III

Student Activities Office Assistant

**GRADE 9**

Accounting Associate

Accounts Receivable Associate

Account Management Associate

Cashier III - Bookstore

Continuing Education Associate

Curriculum/Assessment Associate

Facilities Management Associate

Financial Aid Associate

Learning Options Associate

Scholarship Program Associate

Senior Administrative Assistant I

Student Accounts Associate

Enrollment Services Associate

**GRADE 10**

Senior Administrative Assistant II



**DEPARTMENTS**

For the purposes of Article XV, Section F.3, departments\* shall be as follows:

Admissions  
Advising and Partnerships  
Associate Deans (Each separate - including assigned areas)  
Athletics  
Bookstore  
Cashier  
College Centers  
Conference Services  
Continuing Education and Professional Development  
Culinary Arts  
Dean of Students  
Development  
Enrollment Services  
Facilities Management  
Financial Aid  
Learning Support Services  
Nursing  
Occupational Programs  
Occupational Programs and Economic Development  
Operations, Curriculum and Assessment  
Public Safety Education  
Public Safety Programs  
Records  
Registration Services  
Research and Analytics  
Sciences  
Student Accounts  
Student Activities  
Student Financial Services

\* Department titles/names may change.

**EXHIBIT D**

***LONGEVITY AND WELLNESS***

Each employee who completes the required years of uninterrupted service (based on the employee's SCAOP seniority date) during the fiscal year shall receive on the last pay in June of that same fiscal year (as long as the eligible employee remains actively employed) an annual longevity payment according to the following schedule:

<u>Years of Service</u>	<u>Longevity Amount</u>
10 OR MORE but less than 12	\$625
12 OR MORE but less than 13	\$700
13 OR MORE but less than 20	\$825
20 OR MORE	\$1,225

Upon retirement, any employee eligible for longevity shall receive a pro rata payment.

To promote health and wellness, each employee will receive a complimentary membership to the Fitness Center located at the Physical Education Building, Schoolcraft College, 18600 Haggerty Road, Livonia, Michigan 48152.

**EXHIBIT E**

**SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PROFESSIONALS**

**SALARY SCHEDULE**

Wage Schedule for employees hired prior to August 1, 2011:

	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>
Grade 5	\$19.61	\$19.81	\$19.81
Grade 6	\$20.79	\$20.99	\$20.99
Grade 7	\$22.03	\$22.25	\$22.25
Grade 8	\$23.61	\$23.85	\$23.85
Grade 9	\$24.60	\$24.85	\$24.85
Grade 10	\$25.84	\$26.09	\$26.09

Employees hired by the College prior to August 1, 2011, who transfer to another position, will be paid under the scale listed above.

**Employees hired or transferred into SCAOP after August 1, 2011** will be on a step system, with the duration of each step being one fiscal year. All employees hired in the prior year will advance one step on the first pay period of July of the subsequent fiscal year (July 1 – June 30). (Example: employee hires in October 2020, and begins at Step #1. The employee will move to Step #2 on the first pay period in July of 2021.) Employees on Step 7 in the second fiscal year of this agreement will receive a 1% increase effective the first pay period of July of the third fiscal year.

<b>2020</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Grade 5	\$ 15.53	\$ 16.19	\$ 16.72	\$ 17.47	\$ 18.12	\$ 18.76	\$ 19.42
Grade 6	\$ 16.46	\$ 17.15	\$ 17.82	\$ 18.50	\$ 19.18	\$ 19.85	\$ 20.58
Grade 7	\$ 17.45	\$ 18.18	\$ 18.90	\$ 19.61	\$ 20.34	\$ 21.06	\$ 21.81
Grade 8	\$ 18.70	\$ 19.47	\$ 20.25	\$ 21.03	\$ 21.80	\$ 22.57	\$ 23.38
Grade 9	\$ 19.48	\$ 20.30	\$ 21.10	\$ 21.91	\$ 22.71	\$ 23.53	\$ 24.36
Grade 10	\$ 20.47	\$ 21.32	\$ 22.18	\$ 23.03	\$ 23.88	\$ 24.72	\$ 25.58

<b>7/1/2021</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Grade 5	\$ 15.69	\$ 16.35	\$ 16.88	\$ 17.65	\$ 18.30	\$ 18.94	\$ 19.62
Grade 6	\$ 16.63	\$ 17.32	\$ 17.99	\$ 18.69	\$ 19.37	\$ 20.04	\$ 20.79
Grade 7	\$ 17.63	\$ 18.36	\$ 19.09	\$ 19.81	\$ 20.54	\$ 21.27	\$ 22.02
Grade 8	\$ 18.88	\$ 19.67	\$ 20.45	\$ 21.24	\$ 22.01	\$ 22.80	\$ 23.62
Grade 9	\$ 19.68	\$ 20.50	\$ 21.31	\$ 22.13	\$ 22.94	\$ 23.77	\$ 24.60
Grade 10	\$ 20.68	\$ 21.53	\$ 22.40	\$ 23.26	\$ 24.12	\$ 24.97	\$ 25.84

<b>7/1/2022</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Grade 5	\$ 15.69	\$ 16.35	\$ 16.88	\$ 17.65	\$ 18.30	\$ 18.94	\$ 19.62
Grade 6	\$ 16.63	\$ 17.32	\$ 17.99	\$ 18.69	\$ 19.37	\$ 20.04	\$ 20.79
Grade 7	\$ 17.63	\$ 18.36	\$ 19.09	\$ 19.81	\$ 20.54	\$ 21.27	\$ 22.02
Grade 8	\$ 18.88	\$ 19.67	\$ 20.45	\$ 21.24	\$ 22.01	\$ 22.80	\$ 23.62
Grade 9	\$ 19.68	\$ 20.50	\$ 21.31	\$ 22.13	\$ 22.94	\$ 23.77	\$ 24.60
Grade 10	\$ 20.68	\$ 21.53	\$ 22.40	\$ 23.26	\$ 24.12	\$ 24.97	\$ 25.84

\*2020 Grade pay changes are effective with December 2020 Board of Trustees ratification date.

***PERFORMANCE AWARDS***

An annual performance award in the amount of up to \$2,200 is established to recognize performance of goals and objectives that align with the overall College vision, mission and goals. Payout will be based upon documented performance to goals of each employee.

Each goal must be met to receive that portion of the award. The total award will be prorated for the total percent of goals met. Total awards will be prorated commensurate with time worked, if less than a full year. Awards are paid in June to all qualified active employees. The award is tied to the documented Performance Evaluation Form in Exhibit A.

There will be three performance check points along the way (initial, half-way point and final) to help ensure the employee continues to make progress towards meeting their objective.

The 2020-2021 contract year will include the full value of an annual performance award.